

# South Carolina State Portal Photo Submission Policy

## Eligibility

To submit a photo, you must be at least 18 years of age and a US citizen or permanent legal resident. All photos must be taken in South Carolina. The subject of the photograph must be relevant to South Carolina in one of the following categories:

- Nature
- Community (**people shown in photographs MUST have signed a model release form (use the form attached).**)
- Architecture, Art

## Submission Guidelines

Photos can only be submitted to the portal via the online submission form. Only photos that are submitted in a JPG or GIF format will be considered for posting on the state portal.

## Photo Subject Restrictions

Photos must be appropriate for posting on a public government website. Obscene, provocative, or otherwise questionable content will not be considered. The Portal retains sole discretion as to what constitutes inappropriate content. **Photos containing people must be accompanied by a signed model release form (use the form attached).** The model release form must be printed out, bear an original signature, and be mailed to the Portal with the name of the JPG or GIF file you submitted. Photos with people will not be considered for posting on the Portal Web site until the model release form has been submitted.

Mail model release form to:

South Carolina Interactive  
Attn: Photo Submission  
Suite 710  
1301 Gervais Street  
Columbia, SC 29201

## Photographer and Copyright

Photos must be submitted by the original photographer. Do not submit a photo taken by someone other than you. You must be the sole owner of the copyright of any image submitted. Your submission of the photo and online entry form is your guarantee to the Portal that you are the author (photographer) and copyright holder of the photo.

## Ownership and Use Rights

Photographers retain the copyright to their photographs. **By submitting your photo, you agree to have your submitted photograph displayed on the Portal Web site without any fee or other form of compensation whatsoever.** The Portal may make and retain copies of the photograph for archival purposes. Posted photos will be subject to the Portal Web site photo use policy. Photographs will be credited to the photographer named in the submission form. Photos may be selected for display or use in other South Carolina state government Web pages, with permission from the photographer. Photographers agree that the Portal may contact them to obtain permission for use of photos in this way. Photos will not be used by the Portal in any manner for advertising or sale. In the event that ownership of any photograph submitted to the Portal is contested in any manner, the Portal retains the discretion to reject that photograph and discontinue use of the photograph.

### **Digital Image Requirements**

Digital images can be submitted via the Portal online submission form. Images should be formatted to 72 dpi, no larger than 600 by 450 pixels and no smaller than 300 by 225 pixels. Images should be submitted in JPG (at high quality) or GIF format. File sizes must be less than 500K per image. Images must be in natural color.

**NOTE: Digital images will NOT be returned**

### **Modifications Not Permitted**

- Do not add borders, frames, watermarks, signatures, or copyright notices.
- Do not add or replace elements in an image.
- Do not use artistic filters.

### **Permitted Modifications**

- You may crop or rotate images, as necessary, as long as the rectangular format is maintained and the size is within the specifications above.
- You may resize images as long as the aspect ratio is maintained.

### **Photo Selection**

Photos will be selected in the Portal's sole discretion on the basis of creativity, photographic quality, and effectiveness in conveying the beauty and/or unique character of South Carolina. The Portal will review all submitted photos. Entries that fail to comply with the photo guidelines will be rejected. No compensation of any kind will be provided to companies or individuals whose photo is selected.

### **Additional Terms and Conditions**

The Portal is **NOT RESPONSIBLE** for computer system, hardware, software, or program malfunctions or other errors, failures, or delayed computer transactions or network connections that are human or technical in nature. Furthermore, the Portal is

**NOT RESPONSIBLE** for: (i) lost, misdirected, misplaced, illegible, unintelligible or incomplete submissions or (ii) any act, failure to act, or delay regarding the transmitting or processing of entries. The Portal reserves the right, in its sole discretion, to cancel or suspend all or any portion of this Photo Gallery without notice if factors beyond the Portal's control, including technical difficulties, disrupt or corrupt the administration or operation of the Photo Gallery in any way. The Portal is entitled to interpret these rules as needed and its decisions are final. The Portal reserves the right to deny any photo submission that the Portal has reason to believe is not the original work of entrant, or does not otherwise meet the photo guidelines, or for any other reason in its sole discretion.

By submitting your photograph(s), you agree to release and hold harmless the Portal and its employees, officers, affiliates, agents, and advertising and promotional agencies from any and all damages, injuries, claims, causes of actions, or losses of any kind resulting from your submission, including infringement of intellectual property rights. The Portal and its employees, officers, affiliates, agents, and advertising and promotional agencies assume no responsibility or liability for any damages, injuries, claims, causes of actions, or losses of any kind arising in whole or in part from this submission.

## Sample Model Release Form

We have provided a sample model release form for adults and a sample model release form for minors below. You may print and use them or modify them as needed.

The Portal provides the sample releases as a convenience only. We make no warranties or representations in connections with these releases. Consult your attorney if you have any legal questions regarding model releases.

### Adult Model Release

In consideration of my engagement as a model, upon the terms herewith stated, I hereby give to **[photographer's legal name goes here]**, his/her heirs, legal representatives and assigns, those for whom **[photographer's legal name goes here]** is acting, and those acting with his/her authority and permission:

a) the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever, and to assign or transfer the copyright and all associated rights to the photograph to others;.

b) I also permit the use of any printed material in connection therewith.

c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

d) I hereby release, discharge and agree to save harmless **[photographer's legal name goes here]**, his/her heirs, legal representatives or assigns, and all persons functioning under his/her permission or authority, or those for whom he/she is functioning, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

e) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Witness: \_\_\_\_\_

Name of image: \_\_\_\_\_

### **Minor Model Release**

For valuable consideration, I hereby confer on **[photographer's legal name goes here]** the absolute and irrevocable right and permission with respect to the photographs that he/she has taken of my minor child in which my minor child may be alone or included with others:

- a) To copyright the same in the name of **[photographer's legal name goes here]** or any other name that he/she may select;
- b) To use, re-use, publish and re-publish the same in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion, advertising and trade; and
- (c) to assign or transfer the copyright and all associated rights to the photograph to others; and,
- d) To use my name or my child's name in connection therewith if he/she so decides; and
- f) I also permit the use of any printed material in connection therewith; and
- g) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

I hereby release and discharge **[photographer's legal name goes here]** from all and any claims and demands ensuing from or in connection with the use of the photographs, including any and all claims for libel and invasion of privacy.

This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of **[photographer's legal name goes here]** as well as the person(s) for whom he/she took the photographs.

I have read the foregoing and fully understand the contents hereof. I represent that I am the parent/guardian of the above named model. For value received, I hereby consent to the foregoing on his/her behalf.

Dated: \_\_\_\_\_

Minor's Name: \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Witness: \_\_\_\_\_

Name of image: \_\_\_\_\_